

	City of Casa Grande Development Center Policies & Procedures	Effective Date: October 1, 2015
	Title:	Date Reviewed: October 1, 2015
	Temporary Certificates of Occupancy or Completion	Department of Primary Responsibility: Building Safety
		Policy Number: B - GP - 004 - 2015

The codes recognize that unexpected delays can occur near the end of construction that will affect it to such a degree that it is not possible to have everything completed on the specific contract completion date, scheduled loan closing, or other similar occasion. Usually this would be equipment or material that was damaged in shipping, or delays in shop fabrication of metal work. Sometimes changes required by various circumstances found during a renovation could cause delays. Just running out of time to complete the project is usually not a reason for a temporary certificate.

When such delays occur, the codes allow the Building Official discretionary authority to issue Temporary Certificates of Occupancy (TCO) or Completion (TCC) under certain circumstances and agreements. But only if the site, building, structure, or an area thereof is substantially complete (95+%) and reasonably safe for the occupants to use in the opinion of the Building Official. Thus the issuance of any temporary certificate is a privilege not a right. There must be substantial extenuating circumstances outside of the general contractor's control to entertain the possibility of any temporary certificate.

TCO's and TCC's, when approved by the Building Official, may be issued for a maximum time period of sixty (60) calendar days from the date of issue, but no longer than is reasonably necessary.

It shall be the sole responsibility of the permit holder or property owner to complete all unfinished work and request and pass Final Inspection of all construction and obtain a Certificate of Occupancy (CO) or Certificate of Completion (CC) prior to expiration of the TCO or TCC. Failure to obtain a CO or CC within the time agreed will result in prosecution by the City.

To obtain a TCO or TCC the permit holder or property owner is required to:

1. Use the attached form to make written request to the Building Official for a TCO or TCC.
2. Identify the construction by permit number and include the site street address, project name, etc.
3. State the time limits requested for the TCO or TCC.
4. State why the TCO or TCC should be issued and identify all uncompleted construction.
5. Provide a written estimate of the cost to complete the uncompleted construction. After City approval of the estimate, provide a financial security that is in a form acceptable to the City (i.e. surety bond, cashier's check, irrevocable letter of credit) to cover the cost of all uncompleted construction.
6. Identify limits of areas to be used and include a summary of occupant safety measures to be employed.
7. Include the standard \$200.00 fee for each TCO or TCC requested.

No TCO or TCC will be issued to any site having unresolved life safety issues or property liability damage issues. In addition, no TCO shall be issued to any site not having an approved sanitary sewerage system or approved potable water back-flow prevention system in place.

Regardless of reasons for requesting TCO's or TCC's, all permit holders and property owners are advised that the Building Official will not consider, nor issue, a TCO or TCC to any site, building, structure, or construction, or area thereof that is deemed "Unsafe" or that presents any "Life Safety Hazard" to the occupants or users thereof in the opinion of building inspectors, fire inspectors, Fire Marshal, or the Building Official.

The issuance of a TCO or TCC does not officially end any permitted construction project in the City. Therefore the General Contractor is still the responsible party for all issues on site.

City of Casa Grande Fee Schedule

Certificates of Occupancy or Completion

Certificate in conjunction with a building permit	No Charge (included in permit)
Temporary Certificate of Occupancy (For up to 60 days; Not to Exceed permit expiration date. No Extensions Allowed)	\$200
Partial Certificates of Occupancy (EACH)	\$200



Temporary Certificate of Occupancy Application

This agreement made and entered into by and between _____
herein after known as the Owner, _____
herein after known as the Project Manager/General Contractor, and the City of Casa Grande, hereinafter known as the
City, who mutually agree and covenant as follows:

An application has been made for a Temporary Certificate of Occupancy for the Project known as

_____ located at _____
for Building Permit _____.

1. The premise, as of the date this agreement is signed, has not met all requirements of the Casa Grande Codified Ordinances, hereinafter known as the Code, and therefore the final inspections cannot be approved.
2. All "Life Safety" items are complete and functioning. Access into and out of the building is complete. The opinion of the Building Inspector(s), Fire Inspector(s), Fire Marshal, and Building Official is that the building is reasonably complete and reasonably safe for occupancy.
3. The list of items, which is attached to and is a part of the agreement, is accepted as documentation of those items minimally necessary to be completed prior to the project receiving final approval.
4. The Owner or Project Manager/General Contractor shall provide an itemized cost estimate of the items in #4 above, acceptable to the City of Casa Grande, to complete the uncompleted construction. This estimate must include all materials and labor costs to complete the uncompleted work in a manner that complies with all City Codes and Ordinances.
5. The Owner and Project Manager/General Contractor agrees to provide to the City of Casa Grande a surety bond in an amount necessary to cover the estimated costs to complete the project per item #4. The City will, upon approval of the cost estimate, accept the financial security, which will be released once all improvements are made and approved by the City.
6. Acknowledging that the premises are not completed and that the attached list shows deficiencies that do not meet all the requirements of the Code of the City, the Owner requests that the City allows temporary occupancy of the premises and use of the property as of the date of this agreement for a period not to exceed _____ days.
7. In return for a Temporary Certificate of Occupancy, the Owner and Project Manager/General Contractor agrees to complete all items as show within _____ days and further agrees to release, hold harmless and indemnify the City and its agents, assigns and employees from any and all obligation, liability, and/or responsibility that might arise as a result of permitting occupancy under a Temporary Certificate of Occupancy.
8. In return for the City allowing conditional approval, the Owner hereby releases the City, its agents, assigns and employees from any and all obligations and/or responsibilities related to the completion of the premises, and further agrees to release and hold harmless the City, its agents, assigns and employees from any and all liability that might arise as a result of occupancy of the premises.
9. The Owner accepts the responsibility for the completion of those items shown as incomplete and recognizes that the City may revoke the Temporary Certificate of Occupancy causing the premises to be vacated; and/or the City may initiate legal action if these items are not completed within the schedule contained in item 5 above.

10. The Owner agrees that the City or its agent shall have full access to the property to inspect, or at its sole and exclusive discretion cause to be made any improvement necessary to bring any part of the premises into compliance with this Agreement.
11. The Owner and the Project Manager/General Contractor both agree that the issuance of this temporary certificate of occupancy shall not be construed as an approval of any violation of the provisions of the code or of other ordinances of the city and that that the City has in no way waived, forfeited or otherwise relinquished any rights and/or powers that it would have if this Agreement were not in effect.
12. The Owner acknowledges that he is under no obligation whatsoever to enter into this Agreement, but that absent this Agreement, any approval to use the property will not be currently granted. The owner further agrees that if he fails to fulfill his part of this agreement the City will be held harmless in taking any action as allowed by law to achieve code compliance and/or to remove the occupants from the structure until compliance has been achieved.

Agreed to on _____ and attested by signatures below.

Owner Signature Print Name

Project Manager/General Contractor Signature Print Name

City Building Official Signature Print Name